



Andhra Pradesh Airports Development Corporation Limited
(A GOVERNMENT OF ANDHRA PRADESH UNDERTAKING)

RFP Notice No. 4/APADCL/ FTO at Kurnool Airport /2025-26, dt. 01.05.2025

Request for Proposal (RFP)

**DEVELOPMENT OPERATION & MANAGEMENT OF FLYING TRAINING
ORGANIZATION AT KURNOOL AIRPORT IN ANDHRA PRADESH.**

MAY - 2025

Issued by

AP Airports Development Corporation Ltd.,
4th Floor, IHC Corporate Building,
Mangalagiri, Guntur District – 522503
Andhra Pradesh, India.

| md-apidcl@ap.gov.in | <https://www.apadcl.com> |

Disclaimer

The information contained in this Request for Proposals document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided on the terms and conditions set out in this RFP and such other terms and conditions subject to which the information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to establishing of FTO at Kurnool Airport. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise, for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Lessee, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The Authority reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to the Authority or any of its respective officers, employees, advisors or agents.

Each Bidder's procurement of this RFP constitutes its agreement to and acceptance of the terms set forth in this Disclaimer. By acceptance of this RFP, the recipient agrees that this RFP and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereto

Table of Contents

TENDER NOTICE	6
Technical Bid:	9
Commercial Bid:	9
CONDITIONS:	9
“Instructions for Bid Submission”	10
SUBMISSION OF PROPOSAL	10
ASSISTANCE TO BIDDERS	12
Section- I.....	13
INSTRUCTION TO BIDDERS.....	13
1. Background.....	14
2. Bidding Process	15
3. General Conditions of Bidding	15
4. Change in Ownership	17
5. Cost of Bidding.....	18
6. Site visit and verification of information.....	18
7. Verification and Disqualification	19
8. Documents required for Bid.....	20
9. Clarifications	21
10. Amendment of tender	21
11. Preparation and Submission of Bids	22
12. Online Bid submission	22
13. Bid Submission End Date.....	23
14. Late Bids	23
15. Withdrawal and modifications of Bids.....	23
16. Rejection of Bids	24
17. Validity of Bids	24
18. Confidentiality	24
19. Correspondence with the bidders.....	24
20. Bid Security/ EMD & Bid Processing Fee	25
21. Eligibility Criteria/ Bidder’s Qualifications	26
22. Bidding parameter:.....	28
23. Performance Parameters	28
24. Facilities to be provided by APADCL	29
25. EVALUATION OF BIDS	31
26. AWARD OF CONTRACT	33
27. Performance Security.....	34
28. Fraud and Corrupt Practices	34
29. Liquidated Damages	36
30. Miscellaneous	37
31. Force Majeure.....	37
Section-II.....	39

Scope of Work.....	39
SCOPE OF WORK – FTO	40
1. SCOPE OF THE PROJECT	44
2. FACILITIES TO BE PROVIDED BY GOAP.....	45
3. CONCESSION.....	46
4. PAYMENT ACCOUNT	46
5. PERFORMANCE PARAMETERS	46
6. RESERVATION OF SEATS FOR ANDHRA PRADESH DOMICILES	47
7. LIABILITY	47
8. LDA – TERMS AND CONDITIONS	47
9. LIQUIDATED DAMAGES.....	50
10. TERMINATION OF AGREEMENT:	51
11. DISPUTE SETTLEMENT:	55
12. FORCE MAJEURE:.....	55
13. NOTICES	56
Section IV.....	57
APPENDICES	57
LETTER COMPRISING THE BID	58
FORM I	63
FORM II	64

TENDER NOTICE

1. Electronic Tenders (e-tenders) on lump sum basis are invited for **“DEVELOPMENT OPERATION & MANAGEMENT OF FLYING TRAINING ORGANIZATION AT KURNOOL AIRPORT IN ANDHRA PRADESH”**.
2. Details of downloading / submission of Bids are as under:

DATA SHEET

1	Name of Authority	Andhra Pradesh Airports Development Corporation Limited
2	Name of the Bid	Development Operation & Management of Flying Training Organization at Kurnool Airport in Andhra Pradesh.
3	Time period of Contract:	20 years and extendable by 10 years, based on the performance of the FTO.
4	Transaction Fee (Cost for downloading the Tender Document)	Rs.11,800/- to M/s. Vupadhi Techno Services Pvt. Ltd., Kunchanapalli, Tadepalli Mandal, Guntur District., by using Credit cards (Any MASTER /VISA Card) issued by any bank or through net banking accounts with ICICI or HDFC Banks as per G.O.Ms.No.13 IT&C Dept. Dt.07.05.06 with effect from 02.02.2007.
5	Tender Fee	-NA-
6	Earnest money Deposit	E.M.D. Rs.1,00,000/- (Rupees One Lakh only) to be paid in the form of Demand Draft/ NEFT/ RTGS/ ONLINE from Nationalized or any scheduled bank (but not from Co- operative or Grameena Bank) in favour “Andhra Pradesh Airports Development Corporation Limited A/C No:50200020235682 of HDFC Bank of India, IFSC: HDFC0000050, (APADCL), Branch: Dwarakanagar, Visakhapatnam AP
7	Land lease period	Tenure of agreement for 20 years and extendable by 10 years, based on the performance of the FTO.
8	Publishing of RFP document in APADCL website: https://www.apadcl.com/	02.05.2025 @ 10.00 AM
9	Start date of Online Submission of Bids envelopes I & II on AP e-procurement portal	02.05.2025 @ 11.00 AM
10	End date of Online submission of Bids envelopes I & II on AP e-procurement portal	16.05.2025 @ 03.00 PM
11	Last date to submit original Demand draft/ BG of Tender Fees/EMD and letter of unconditional acceptance	16.05.2025 @ 03.30 PM

	of AUTHORITY's terms and conditions	
12	Opening of envelope- I (Pre-Qualification cum Technical bids) on the AP e - procurement portal	16.05.2025 @ 04.30 PM
13	Opening of Envelope-II (Financial Bid) on AP e - procurement portal	19.05.2025 @ 04.00 PM
14	Issuance of Letter of Award (LOA)	Within 30 days of selection of Bidder
15	Bid Validity Period	180 days
16	Bid Currency	INR
17	Mode of selection	Based on Price
18	Consortium to be allowed	Not Applicable

Note:

- A. Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable.
- B. The documents that are uploaded in the e procurement platform www.apecurement.gov.in will only will be considered for Evaluation.
- C. The Contractors are requested to upload the information's as per the portal guidelines.
- D. The Contractors are requested to upload the documents duly signing each and every paper.
- E. Tenders can be postponed, rejected or cancelled at any time by the tender inviting authority without any prior notice (or) without assigning any reason. Final decision in this regard lies with the tender inviting authority.

It is expressly understood that the party has subscribed to this document with an express understanding that they will use this document for the sole purpose of participating in the selection process for the "Establishing Flying Training Organizations (FTOs) on Design, Build, Operate and Maintain (DBOM) at Kurnool Airport" and this document must not be used for any other purpose. This document must not be passed on to a third party, except professional advisers assisting with submission of this Bid. This document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written or oral or electronic or any other form without written permission from the issuing authority.

Note: In the event of the specified date of opening of bids being declared a holiday for the Authority, the bids shall be opened on the next working day at the same time and venue

Sd/-
MANAGING DIRECTOR,
APADCL
Email: md-apadcl@ap.gov.in

SECTION - I

INVITATION FOR PROPOSAL

1. Andhra Pradesh Airports Development Corporation Limited, GoAP (hereinafter referred to as the “**Authority**”) seeks the participation of private entities for the development of the Flight Training Organization (hereinafter referred to as the “**Project**”, may be interchanged as Flying Training Organization) at Kurnool, through a long-term development agreement (“**LDA**”), on a “**LEASE**” basis and has decided to carry out the bidding process for selection of the private entities for the **PROJECT**, as detailed in this Tender document; The scope including inter alia, all works related to, or incidental to, or required to be undertaken for setting up the PROJECT at Kurnool Airport in accordance with the provisions of the LDA and applicable laws, including the commercial development of the Flying Training Organization on a LEASE basis or otherwise and has decided to carry out the bidding process for the selection of a private entity to whom the Project may be awarded for the purpose.

The Authority invites applications from Bidder(s) in separate bids - interested in bidding for the Project on the terms and conditions as contained in this Tender. The Authority will evaluate the proposals submitted and shortlist one or more of the Bidder(s) for negotiations for the award of the contract for the Project, in accordance with this Tender.

Bidders may be invited, if required, to attend a pre-bid meeting in accordance with the terms of this Tender.

Bidders may seek clarifications and obtain further information in accordance with the terms of this Tender from:

The Managing Director, APADCL,
4th Floor, IHC Corporate,
Mangalagiri, Guntur.

Attn: Chief General Manager (Technical), APADCL
Email: cgmtechapadcl@gmail.com, Mobile: +91 8143241178

2. Online bids are invited for the participation of private entities for Development Operation & Management of Flying Training Organization at Kurnool Airport in Andhra Pradesh.
3. Under this process, the Technical online bid as well as online Price Bid shall be invited at two stages under two bids i.e., Technical & Commercial bids. Eligibility and qualification of the Bidder will be first examined based on the details submitted online (i.e., Technical Bid) with respect to eligibility and qualification criteria prescribed in this Bidding document. The Price

Bid shall be opened only those bidders whose technical bids are responsive to eligibility and qualifications requirements as per bidding document.

4. Interested bidders must deposit Bid Security/EMD and Bid Processing Fee specified as per Instructions to Bidders clause 20.
5. Bidders have to complete “Bid Preparation & Submission” stage on scheduled time as mentioned in the Critical Date Sheet. Proposals received by the Authority after the specified time or Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
6. The bids shall be submitted online through www.apecurement.gov.in:

Technical Bid:

The bidders shall submit the required eligibility & technical documents online in the Technical Bid.

Commercial Bid:

The bidders shall quote the prices in price bid format under Commercial Bid.

CONDITIONS:

1. Conditional bids will not be entertained & are liable to be rejected.
2. In case the day of the opening of bids happens to be holiday, the bids will be opened on the next working day. The time and place of receipt of bids and other conditions will remain unchanged.
3. The authority reserves the right to reject any bid or all the bids without assigning any reasons.
4. The Jurisdiction of the court will be at **Guntur, Andhra Pradesh.**
5. The bids of the bidder who does not satisfy the qualification criteria in the bidding documents are liable to be summarily rejected without assigning any reason and no claim whatsoever on this account will be considered.

Other Information

1. The intending Bidder shall fill price-related information only in the Price Schedule online as per the portal guidelines.
2. Bidder must strictly abide by the stipulations set forth in Bidding Document while bidding.

“Instructions for Bid Submission”

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

SUBMISSION OF PROPOSAL

The bidder shall submit his response through Bid submission to the tender on e-procurement platform at <https://tender.apecurement.gov.in> by following the procedure given below. The bidder would be required to register on the e-procurement portal www.apecurement.gov.in or <https://tender.apecurement.gov.in> and submit their bids online.

Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e - procurement platform. The bidders shall submit their eligibility and qualification details, technical bid, financial bid etc., in the online standard formats displayed in an e-procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the e-procurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.

1. Registration with AP e-procurement platform: For registration and online bid submission bidders may contact HELP DESK. www.apecurement.gov.in or <https://tender.apecurement.gov.in>.
2. Digital Certificate authentication: The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform. For obtaining Digital Signature Certificate, you may please Contact: **Andhra Pradesh Technology Services Limited**.

Hard copies:

- I. All the bidders shall invariably upload the scanned copies of DD/BG in e-procurement system and this will be the primary requirement to consider the bid responsive.
- II. The department shall carry out the technical evaluation solely based on the uploaded

certificates/documents, DD/BG towards EMD in the e-procurement system and open the price bids of the responsive bidders.

- III. The department will notify the successful bidder for submission of original hardcopies of all the uploaded documents DD/BG towards EMD prior to entering into agreement.
 - IV. The successful bidder shall invariably furnish the original DD/BG towards EMD, Certificates/Documents of the uploaded scan copies to the Tender Inviting Authority before entering into agreement, either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The department will not take any responsibility for any delay in receipt/non-receipt of original DD/BG towards EMD, Certificates/Documents from the successful bidder before the stipulated time. On receipt of documents, the department shall ensure the genuinely of the DD/BG towards EMD and all other certificates/documents uploaded by the bidder in e-procurement system in support of the qualification criteria before concluding the agreement.
3. The GO. Ms. No. 174 -I&CAD dated: 1-9-2008, Deactivation of Bidders If any successful bidder fails to submit the original hard copies of uploaded certificates/documents, DD/BG towards EMD within stipulated time or if any variation is noticed between the uploaded documents and the hardcopies submitted by the bidder, as the successful bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years. The e-procurement system would deactivate the user do such defaulting bidders based on the trigger/recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the government. Other conditions as per tender document are applicable. The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority a proof of Hardcopies submission to avoid any discrepancy.
 4. **Payment of Transaction Fee:** It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee to M/s. APTS, the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006. A service tax + Bank charges on the transaction amount payable to APTS shall be applicable.

5. **Corpus Fund:** As per GO MS No.4 User departments shall collect 0.04% of ECV (estimated contract value) with a cap of Rs.10,000 (Rupees ten thousand only) for all works with ECV up to Rs.50 Crores, and Rs.25,000/- (Rupees twenty-five thousand only) for works with ECV above Rs.50 Crores, from successful bidders on e-procurement platform before entering into agreement / issue of purchase orders, towards e-procurement fund in favour of Managing Director, APTS. There shall not be any charge towards e-procurement fund in case of works, goods and services with ECV less than and up to Rs. 10 lakhs.
6. **Tender Document:** The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if any from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected. The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the Tender Inviting Authority on time-to- time basis in the E-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.
7. **Bid Submission Acknowledgement:** The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder.

Users may also note that the bids for which an acknowledgement is not generated by the e-procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The Government of AP is not responsible for incomplete bid submission by users.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and condition contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to E-procurement portal in general may be directed to the 24x7 E-procurement portal Helpdesk.

Section- I
INSTRUCTION TO BIDDERS

1. Background

- 1.1. Andhra Pradesh Airports Development Corporation Limited (“APADCL”), seeks the participation of private entities for the Development, Operating & management of the Flying Training Organizations (FTO), including inter alia all works related to, or incidental to, or required to be undertaken up for the purpose, in accordance with the provisions of the LDA and applicable laws, including the commercial development of the flying training organization on a LEASE basis and has decided to carry out the bidding process for the selection of a private entity to whom the Project may be awarded.
- 1.2. The Selected Bidder, shall undertake to be incorporated under **THE COMPANIES ACT, 2013**, prior to the execution of the LDA to act as the Operator (the "**Operator**"), who shall be responsible for setting up and operating the Flight Training Organization at Kurnool Airport under and in accordance with the provisions of the LDA to be entered into between the Selected Bidder, Operator and the Authority in the form provided hereunder as part of the Tender pursuant hereto.
- 1.3. The scope of work will broadly include setting up and operationalization of the Flying Training Organizations at Kurnool Airport thereof for the term of the LDA.
- 1.4. The LDA sets forth the detailed terms and conditions for grant of the project to the operator, including the scope of the Operator’s services and obligations.
- 1.5. The statements and explanations contained in this Tender are intended to provide a better understanding to the Bidders about the subject matter of this Tender and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Operator set forth in the LDA or the rights of the Authority to amend, alter, change, supplement or clarify the scope of work, the contract to be awarded pursuant to this Tender or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the bidding documents including this Tender are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.6. The Authority shall receive bids pursuant to this tender in accordance with the terms set forth in this tender and other documents to be provided by the Authority pursuant to this Tender comprising of the draft LDA, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all bids shall be prepared and submitted in accordance with such terms on or before the date specified in **Critical Date Sheet** for submission of bids (the "**Bid Submission End Date**").

2. Bidding Process

- 2.1 The Authority has adopted a two-stage online process (referred to as the “**Bidding Process**”) for selection of the Bidder for the award of the Project. Eligibility of the Bidder will be first examined based on the details submitted under “**Technical Bid**” with respect to eligibility and qualifications criteria prescribed in this Tender. The “**Financial Bid**” shall be opened of only those Bidders whose Technical Bid(s) are responsive to eligibility and qualifications requirements as per this Tender. The Bidder shall pay to the Authority a sum of **Rs.11,800 (including GST)** which shall be paid through **DD/ RTGS/NEFT for Andhra Pradesh Airports Development Corporation Limited A/C No:50200020235682 of HDFC Bank of India, IFSC: HDFC000050, (APADCL), Branch: Dwarakanagar, Visakhapatnam**, as the cost of the Tender processing fee. The Authority shall open received Financial Bids of those Bidder(s) selected through the evaluation of Technical Bids (which shall be intimated separately), in the presence of the Bidders, who choose to attend.
- 2.2 In the Bidding Process, Bidders, including their successors, the “**Bidders**”) are being called Upon to submit their technical qualifications and financial offers (the “**Bids**”) in accordance with the terms specified in the Bidding Documents.
- 2.3 The Bidding Documents include the LDA for the Project which is enclosed. The aforesaid documents and any addenda issued after this Tender will be deemed to form part of the Bidding Documents.
- 2.4 During the Bidding Process, Bidders are invited to examine the Project in greater detail and to carry out, at their cost, any such studies as may be required for submitting their respective bids for the award of the LDA including implementation of the Project.

3. General Conditions of Bidding

- 3.1 No Bidder shall submit more than one Bid; a Bidder who submits more than one Bid will cause all those Bids to be rejected.
- 3.2 The Bidders are expected to visit the site to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids.
- 3.3 Notwithstanding anything to the contrary contained in this Tender, the detailed terms specified in the LDA shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder herein under shall continue to have effect in addition to its obligations under the LDA.
- 3.4 The Bid should be furnished in the format at Appendix-I, clearly signed by the Bidder’s

authorized signatory. In the event of any difference between figures and words anywhere in the bid, the amount indicated in words shall be taken into account.

- 3.5 The Bid shall consist of a Premium to be quoted by the Bidder and payable by the Selected Bidder/Operator to the Authority for the award of the Project, as per the terms and conditions of this Tender and the provisions of the LDA.
- 3.6 The Bidder should submit a Power of Attorney as per the format at Appendix- II, authorizing the signatory of the Bid to commit the Bidder.
- 3.7 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non- responsive Bid.
- 3.8 Documents including this Tender and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along there with.
- 3.9 A Bidder shall not have a conflict of interest (the **“Conflict of Interest”**) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate 10 % of the value of the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
 - i. the Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; or
 - ii. a constituent of such bidder is also a constituent of another bidder; or
 - iii. such Bidder, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Associate thereof; or

- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third-party/ parties, that puts either or both of the mina position to have access to each other"s information about, or to influence the Bid of either or each other; or

Explanation:

For the purposes of this Tender, an "Associate" or "Member" means in relation to the Bidder, a person Who controls, is controlled by or is under the common control with such Bidder.

As used in this definition, the expression "Control" means, with respect to a person which is a company corporation, the ownership, directly or indirectly of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, by operation of law.

- 3.10 This Tender is not transferable.
- 3.11 Any award of Project pursuant to this Tender shall be subject to the terms of the Bidding Documents.
- 3.12 The Selected Bidder shall execute the LDA with the Authority to undertake and implement the Project.

4. Change in Ownership

- 4.1 Change in owner ship / constitution of the firm should be informed to the Authority and any change in ownership (beyond 50% shareholding) should be with prior approval of the authority, to ensure the continuous running of the FTO. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the LDA, and a breach hereof shall, notwithstanding anything to the contrary contained in the LDA, be deemed to be a breach of the LDA and dealt with as such there under.
- 4.2 Change in ownership up to 49% have to be informed to APADCL, while applying for required clearances from MHA, MEA, MOCA and other regulatory authorities and no approval is required.

For the change in ownership beyond 50% stake, the proposal should be approved by APADCL, before processing for required clearances from MHA, MEA, MOCA and other regulatory authorities.

5. Cost of Bidding

5.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for any kinds of such costs, regardless of the conduct or outcome of the Bidding Process.

6. Site visit and verification of information

6.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them.

6.2 The Authority shall use every effort to procure that the Bidder(s) and any of its personnel or agents are granted permission to enter the Project site for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents, will exercise due care and will be responsible for personal injury or death, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection. The Bidder, its personnel and agents will release and indemnify the Authority and its personnel and agents from and against all liability in respect thereof.

6.3 The Authority may conduct the Project site visit for the Bidder(s) as per date provided in “**DATA SHEET**” on prior intimation.

6.4 It shall be deemed that by submitting a Bid, the Bidder has:

- i. made a complete and careful examination of the Bidding Documents;
- ii. received all relevant information requested from the Authority;
- iii. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 6.1 above;
- iv. satisfied itself about all matters, things and information including matters referred to in Clause 6.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all its obligations there under;
- v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of the information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 6.1 hereinabove shall not be a basis for any claim for

- compensation, damages, an extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the LDA by the Operator;
- vi. acknowledged that it does not have a Conflict of Interest and
 - vii. agreed to be bound by the undertakings provided by it under and in terms hereof.

6.5 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to Tender, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

7. Verification and Disqualification

7.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

7.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- i. at any time, a material misrepresentation is made or un covered;
- ii. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid;
Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:
- iii. invite the remaining Bidders to submit their Bids in accordance with Clauses 25.16 & 25.17;
- iv. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

7.3 In case it is found during the evaluation or at any time before signing of the LDA or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made a material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Operator either by the issue of the Letter of Award or entering into of the LDA, and if the Selected Bidder has already been issued the Letter of Award or has entered into the LDA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this

Tender, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Operator, as the case may be, without the Authority being liable in anymanner whatsoever to the Selected Bidder or Operator. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the LDA, or otherwise.

8. Documents required for Bid

8.1 This tender comprises the important notice set forth hereinabove, the contents as listed below, the Notice inviting Bids, the Instructions to Bidders and any addenda issued in accordance with the provisions of ITB Clause 10 below.

A. The bid shall include:

1. Delivery schedule in accordance with the Authority's requirements and a proposed method statement demonstrating the methods by which the Bidder intends to implement the Project.
2. The technical proposal containing along with the components as per Section II of the scope of work of this tender document.

B. Documents required for the Technical Bid:

1. Letter comprising the Bid in the format at Appendix-I;
2. Power of Attorney for signing the Bid in the format at Appendix-II;
3. Letter of Undertaking in the format at Appendix-III;
4. A copy of the LDA (Section-III) with each page initialed by the person signing the Bid in pursuance to the Power of Attorney referred to in sub-clause (3) above; and
5. Original technical proposal and the original price proposal shall be submitted through online as per e procurement portal.
6. Integrity Pact
7. Financial & Technical Capacity of the bidder
8. MOA/AOA of the Corporation
9. Bid Security/EMD to be paid through the online payment gateway available in the e-procurement portal and Bid Processing Fee shall be paid through DD/NEFT/RTGS for Andhra Pradesh Airports Development Corporation Limited A/C No:50200020235682 of HDFC Bank of India, IFSC: HDFC0000050, (APADCL), Branch: Dwarakanagar, Visakhapatnam, any other documents specified in the tender.

C. Documents required for the Financial Bid:

- a. The financial proposal as per the APPENDIX - IV and shall be submitted online.

9. Clarifications

Any queries related to the technical issues in the portal can be rectified through the technical team of the e-procurement portal

Contact information:

All communications including the submission of Bid should be addressed to:

The Managing Director,
APADCL,
IHC Corporate, 4th Floor, Mangalagiri,
Guntur District, Andhra Pradesh
Email: md-apadcl@ap.gov.in

Any queries or request for any additional information concerning only this Tender shall be submitted by e-mail to the officer below.

Attn of: Chief General Manager (Technical)
Email: cgmtechapadcl@gmail.com,
Mobile No. 8143241178.

“Queries/Request for additional information: Tender for Development Operation & Management of Flight Training Organization at Kurnool Airport”

- i. Queries should be sent on or before the date mentioned in the Schedule of Bidding Process specified in “**DATA SHEET**”. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 5 days prior to the Bid Submission End Date. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- ii. The Authority may also on its own motion if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

10. Amendment of tender

- i. At any time prior to the Bid Submission End Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender by the issuance of an addendum.

- ii. Any Addendum issued hereunder will be in writing and shall be uploaded on the official website of the Authority i.e.-procurement portal and shall form part of the Bidding Documents. Each of the Bidder(s) are requested to check the website regularly to remain updated with the information related to Tender.
- iii. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Submission End Date.
- iv. In case after issuance of an addendum, the Bidders who have already submitted their Bids, do not resubmit their Bids, it shall be deemed that such Bidder(s) do not intend to modify their Bids on the basis of the addendum and the addendum has been taken into account.

11. Preparation and Submission of Bids

- 11.1** The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 11.2** The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

12. Online Bid submission

- i. Please refer “Instructions to Bidders for Online Bid submission” given at the beginning of this RFP Document. The Bidders are required to submit their Bids electronically on the E- procurement portal only, using valid Digital Signature Certificates. The said instructions are meant to assist the Bidders in registering on the E-procurement portal, prepare their bids in accordance with the requirements and submitting their Bids online on the E-procurement portal. More information useful for submitting online bids on the E-procurement portal may be obtained at:
<https://tender.apecurement.gov.in/login.html>.
- ii. The following 2(two) envelopes shall be submitted through e-portal by the bidder:
 - a) Technical Bid

b) Financial Bid

- iii. Technical Bid shall be submitted online and shall contain duly filled application in the prescribed format along with the Appendices and documents specified.
- iv. Financial Bid shall be submitted only online in the prescribed format on the e-procurement portal.

Documents requiring submission in original hard copy:

Notwithstanding the provisions of online Bid submission as per 12, the hard copy (in original) of the following documents must be submitted to Authority on within 15 (Fifteen) Days of award of work:

- a) Letter comprising the Bid for Technical Bid and Technical Evaluation.
 - b) Power of Attorney for signing the Bid.
 - c) Bid Security Declaration.
 - d) Duly signed Integrity Pact.
 - e) The Bidder shall enclose with its Bid, to be submitted in the form acceptable to the Authority:
- i. A certificate(s) from statutory auditors of the Bidder or its Associates specifying the annualized average financial turnover of the Bidder during last three financial years ending 31st March 2023; and
 - ii. If the Bidder has had any financial dealings with the Authority, an original of the no-dues certificate issued by the Authority evidencing the absence of any outstanding dues payable as on March 31, 2024.

13. Bid Submission End Date

13.1 Bids should be submitted before for the time on the Bid Submission End Date as mentioned in the **“DATA SHEET”** in the manner and form as detailed in this Tender.

13.2 The Authority may, in its sole discretion, extend the Bid Submission End Date by issuing an Addendum in accordance with Clause 10 uniformly for all Bidder(s) in which case all rights and obligations of the Authority and the Bidder(s) previously subject to the original deadline will thereafter be subject to the extended deadline.

14. Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

15. Withdrawal and modifications of Bids

The Bidder may modify, substitute or withdraw its Bid on the e-tender portal prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after

the Bid Due Date.

16. Rejection of Bids

- i. Notwithstanding anything contained in this Tender, the Authority reserves the right to reject any Bid and/or all Bids and to annul the Bidding Process at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids here under.
- ii. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

17. Validity of Bids

The Bids shall be valid for a period of not less than **180 days** from the Bid Submission End Date as specified in **Critical Date Sheet**. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority. In exceptional circumstances, if the process of award of LDA is not completed within the validity period of the Bid, the validity of the Bid shall stand extended for a further period of **90** days and the Authority shall, at least **15** days prior to the expiry of the validity period of the Bid, notify the Bidder accordingly. However, the bidder(s) shall have the right to not to extend the bid beyond the initial validity period of the bid, without any liability.

18. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or regarding any legal process.

19. Correspondence with the bidders

Save and except as provided in this Tender, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

20. Bid Security/ EMD & Bid Processing Fee

- i. The Bidder shall furnish as part of its Bid;
 - Bid Security/EMD of **INR 1.00 Lakh** in accordance with the provisions of this tender having a validity period of not **less than 180 days** from the Bid Submission End Date and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.
 - A non-refundable bid processing fee of **Rs. 11,800 including GST (Rupees eleven thousand eight hundred only)** (APTS Fee).
- ii. Bid Security/ EMD will be submitted by the bidder in the following formats:
 - a. **Bid Security:** through online payment gateway methods available in the apeprocurement.gov.in
 - b. **A non-refundable bid processing fee:** Shall be paid in the form of DD/NEFT/RTGS in favor of **Managing Director, APADCL** payable at A/C No: 50200020235682 of HDFC Bank of India, IFSC: HDFC0000050, (APADCL), Branch: Dwarakanagar, Visakhapatnam. The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority.
- iii. The Selected Bidder's Bid Security will be returned, without any interest, upon the Operator signing the LDA and furnishing the Performance Security in accordance with the provisions thereof.

The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the LDA.
- iv. The Bidder, by submitting its Bid pursuant to this Tender, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this Tender. No relaxation of any kind on Bid Security shall be given to any Bidder.
- v. The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed on genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
 - If a Bidder submits a non-responsive Bid subject, however in the event of encashment of Bid Security occurring due to operation of this Clause, the damage so claimed by the Authority shall be restricted to 10 % of the value of Bid Security;
 - If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice,

undesirable practice or restrictive practice;

- If a Bidder withdraws its Bid during the period of Bid validity as specified in this Tender and as extended by mutual consent of the respective Bidder(s) and the Authority;
- In the case of a Selected Bidder, if it fails within the specified time limit:
 - a. to sign and return the duplicate copy of the Letter of Award; or
 - b. to sign the LDA; or
 - c. to furnish the Performance Security within the time period prescribed there for in the LDA.
- vi. In case the Selected Bidder, having signed the LDA, commits any breach thereof prior to furnish the performance security.
- vii. In case the Selected Bidder fails to accept the corrections made by the Authority to its price proposal as stated under ITB Clause 25.14.

21. Eligibility Criteria/ Bidder's Qualifications

21.1 To be eligible for participating in the Bidding Process, a Bidder shall be registered company under Indian company Act, JV or consortium of companies. However, Principal bidder should be able to comply with eligibility for this bid.

21.2 Financial Capacity:

The Applicant shall have either a minimum net worth of INR 2,00,00,000 (Indian Rupees Two Crores) during the current financial year (2023-2024) OR an annual average turnover for the past three financial years) of INR 2,00,00,000 (Indian Rupees Two Crores) at the close of the immediately preceding financial year (the "Financial Capacity").

21.3 Technical Capacity:

1. *A Flying Training Organizations (FTO), licensed by Directorate General of Civil Aviation, should have a minimum of 3 airworthy aircrafts at the time of bid due date, as per the DGCA norms.*
2. *The bids of such companies, which have assured to be having airworthy aircrafts certified by a competent authority within 3 months, **will be taken up for evaluation, only when** there are no eligible and technically qualified bid (s) from the FTOS that are having minimum 3 airworthy aircrafts at the time of bid due date.*
3. ***Bidder should provide the accident Report if any for preceding 3 years.*** This is included, keeping in view of the safety of the human life involved in the entire operations.
4. Documents specified in ITB Clause 8.1.

21.4 Fixed Parameters

1. Land allotted on airside (5000 Sq.m) will be at the lease rental of Rs. 2,50,000/- per annum and which will be escalated @ 10% for every block of 3 years from the start of the lease.
2. Land will be allotted up to 5000 Sq.m on city side, depending on the justification of the requirement submitted by the selected bidder and this lands will be leased out at the rate of Rs.2,50,000 per annum, will be escalated @ 10% for every block of 3 years from the start of the lease period.
3. Operating cost on actuals (Electricity, security, housekeeping) shall be paid monthly by the bidder as per the norms finalized by the APADCL.
4. The services and infrastructure related to Fire Safety, Ambulance, ATC Facility, Meteorological Services, Airstrips etc. included will be provided by APADCL free of cost during day light landing timings and the bidder is to quote flying hour rates keeping this in view.
Night Landing Facility is not available at Kurnool Airport. If the night landing facility is required for FTO operations, the same may be provided by the bidder as per DGCA norms with the approval of APADCL (both technical and financial) and the expenditure incurred will be reimbursed in the future bills by the APADCL as per terms of APADCL. The services and infrastructure related to Fire Safety, Ambulance, ATC Facility, Meteorological Services, Airstrips etc. included will be provided by APADCL on chargeable basis **during night landing timings** and the bidder is to quote flying hour rates keeping this in view. No charges will be collected if the bidder is permitted by the AAI to provide the above facilities on his own during night landing timings.
5. The successful bidder has to keep the accident-free record for the preceding 3 years
6. Security charges as per the norms finalized by the APADCL.
7. The selection will be made, if the H1 rate is matched by other bidders and the first right of refusal will be given to H2 and henceforth, so as to finalize the two bidders, subject to the satisfactorily complying other technical and regulatory requirements.

when two FTOs are operating, the above-mentioned services, document shall be provided by one of the two FTOS ("Operating FTO") as mutually decided between the two parties.

The FTOs shall inform the Authority regarding the arrangement made w.r.t.the operation of the above-mentioned services

- 21.5** Bids are invited for the Project on the basis of highest premium being offered by the Operator per flying hour, to the Authority in the form of premium for the award of the Project (the "Premium"). The term of the LDA is Twenty (20) years to be reckoned from the date of execution of the LDA unless otherwise terminated earlier in accordance with the provisions of the LDA. In terms of this Tender, the term "Highest Bidder" shall mean the Bidder who meets the eligibility criteria as stated herein under and who is offering the highest Premium and Operating costs. The Highest Bidder shall be the Selected Bidder. The Flying hour charges shall be escalated at a rate of 5% on completion of 3 years.

21.6 The Selected Bidder shall be entitled to levy charge and collect a fee from the users of the flight training organization (i.e. flight training candidates) as per industry standards.

22. Bidding parameter:

1. As per AAI, the Bidding parameters is Concession Fee rate payable to the Authority in terms of flying per hour, subject to a minimum of Rs. 750/- (Seven Hundred and Fifty Rupees only) per flying hour per aircraft.
 - a) if Flying Hours < 3000 hrs: Minimum charge of Rs.750/ hour.
 - b) if Flying Hours < 3000 – 8000 hrs: 80% Discount on the price
 - c) if Flying Hours > 8000 hrs: 90% Discount on the price
2. As per AAI, the escalation will be at 15% after every three years. i.e. on 37th months onwards.
3. Further, the rates include the services as per the AAI norms (mentioned at Sl.No.16),
4. During watch hours (including extension thereof, if any), Air Traffic Services including CNS/ATM and associated facilities shall be Provided by APADCL.
5. Beyond airport declared watch hours, the Lessee shall arrange its own Air Traffic Services including CNS/ATM and associated facilities, MET Services, Medical Services and Fire Services pertaining to the training flights and such services shall be in compliance with the applicable regulations / directions.
6. Beyond airport declared watch hours, operations to continue as uncontrolled shall be subject to prior intimation to APD/ Airport In-charge with due compliance with the DGCA Guidelines.
7. The cost of manpower and requisite resources / infrastructure in respect of the above-mentioned services beyond watch Hours shall be borne by the Lessee.

23. Performance Parameters

- 23.1 It is expected that the successful bidder shall deploy world-class and adequately trained staff for training, services, operation and maintenance. Foreign collaborations with world- class institutes TRTOs and Simulator companies would be considered advantageous. Extension/continuation would be based on Quality of Training and Output quality of the cadets. The following basic criteria must be met by the successful bidder:

23.2 **Infrastructure:**

The successful bidder shall develop FTO infrastructure in compliance with DGCA norms and approval of APADCL to train maximum permissible pilot cadets per batch to attain CPL.

This clause needs to be amended as follows: As per DGCA norms an FTO should maintain a minimum of 3 aircraft to operate an FTO. The same is sufficing and no additional points needs to be added. The responsibility of investing and operating the FTO and making it economically viable is a major responsibility. There is no scope and need for liquidated damages etc. as the FTOs would not want their investment to be lost and hence they will ensure a sustainable operation.

Shared infrastructure for FTOs and Sub-leasing Rights: Any requirement of sub-leasing or sub-letting will be on mutual consent of the authority. The infrastructure can be shared with other operators at the discretion of FTO with the approval of Authority.

23.3 A Flying Training Organizations (FTO), licensed by Directorate General of Civil Aviation, should have a minimum of 3 airworthy aircrafts at the time of bid due date, as per the DGCA norms.

The bids of such companies, which have assured to be having airworthy aircrafts certified by a competent authority within 3 months, will be taken up for evaluation, only when there are no eligible and technically qualified bid (s) from the FTOS that are having minimum 3 airworthy aircrafts at the time of bid due date.

23.4 Reservation of Seats:

i. Deleted.

Explanation

CPL candidates under this category will be selected by the bidder at his own discretion.

24. Facilities to be provided by APADCL

24.1 Facilities to be provided by APADCL, Andhra Pradesh to the successful bidder shall be on lease basis:

- a. Land allotted on airside (5000 Sq.m) will be at the lease rental of Rs.50,000/- per annum and which will be escalated @5% for every block of 3 years from the start of the lease period.
- b. Land will be allotted up to 5000 Sq.m on city side, depending on the justification of the requirement submitted by the selected bidder and these lands will be leased out at the rate of Rs.1 lakh per annum, will be escalated @5% for every block of 3 years from the start of the lease period.
- c. The FTO will be facilitated to obtain separate connections for Electricity, Water and data services (from DISCOM, Local Bodies and competent authorities respectively) so as to avail the reduced / subsidized charges for educational institutions (as FTO is an education institution), if any, available in the State.
- d. During watch hours (including extension thereof, if any), Air Traffic Services including CNS/ATM and associated facilities shall be provided by APADCL. Beyond airport declared watch hours, the Lessee shall arrange its own Air Traffic Services

including CNS/ATM and associated facilities, MET Services, Medical Services and Fire Services pertaining to the training flights and such services shall be in compliance with the applicable regulations / directions. Beyond airport declared watch hours, operations to continue as uncontrolled shall be subject to prior intimation to APD/ Airport In-charge with due compliance with the DGCA Guidelines.

- e. The cost of manpower and requisite resources / infrastructure in respect of the above-mentioned services beyond watch Hours at Clause 22 shall be borne by the Lessee.
- f. Other Charges: No additional charges shall be levied by the Authority over and above the Fee in terms of this clause. Notwithstanding the foregoing, the Lessee shall be liable to pay AGL charges for its usage @20% of the Concession Fee as per Clause 22 of Section-I including escalation as per clause mention, on per hour based on actual usage for the period beyond dawn to dusk (no AGL charges shall be payable for its usage during dawn to dusk). Furthermore, as per Clause 24, the Lessee shall reimburse the charges in respect of usage of electricity and water to the Authority on actual basis.

The Authority will Set up the AGL infrastructure at the earliest.

- g. The services and infrastructure related to Fire Safety, Ambulance, Flying Hours, ATC Facility, Meteorological Services, Airstrips etc included will be provided by APADCL free of cost **during day light landing timings** and the bidder is to quote flying hour rates keeping this in view.

Night Landing Facility is not available at Kurnool Airport. If the night landing facility is required for FTO operations, the same may be provided by the bidder as per DGCA norms with the approval of APADCL (both technical and financial) and the expenditure incurred will be reimbursed in the future bills by the APADCL. The services and infrastructure related to Fire Safety, Ambulance, ATC Facility, Meteorological Services, Airstrips etc. included will be provided by APADCL on chargeable basis **during night landing timings** and the bidder is to quote flying hour rates keeping this in view. No charges will be collected if the bidder is permitted by the AAI to provide the above facilities on his own during night landing timings.

- h. Security charges as per the norms finalized by the APADCL. The successful bidder may create his own pre-fabricated infrastructure on land allotted at the airport, at a prevailing rate with the prior approval of APADCL.
- i. Entry to airport through AEP (Airport Entry permit) is the basic and critical requirement for functioning of the FTO's. The airport operator should issue all AEP's to FTO employee's students and vendors/service providers, customers etc for the duration requested, to be provided within 24 hours locally.
- j. During construction and regulatory approval period of Two years no rent should be

charged and lessee will not be charged for land temporarily used for labor camps, cement, go-down etc., during construction time.

- k. FOR "All movable property, stocks, materials, Aircraft, Vehicles, Equipment, Spares and project assets procured, paid for, commissioned by the developer (FTO), remain with the developer (FTO) or shall be transferred to it designates at the end of contract period or termination of the agreement.

25. EVALUATION OF BIDS

Opening and evaluation of technical proposals and price proposals

- 25.1** The Authority will open the technical proposals of each & every Bidder after the deadline of submission of the Bid.
- 25.2** The flying hour rate to be paid in INR being quoted by Bidders shall be considered for evaluation of Bids. In terms of this Tender, the term "Highest Bidder" shall mean the Bidder who meets the eligibility criteria as stated here in under and who is offering the highest-flying hour rate. The Highest Bidder shall be the Selected Bidder.
- 25.3** The price proposal(s) will only be opened for the bidders which qualify technical criteria as given in Para 21.3. Price bids will not be opened for technically non-qualified bidders. Information relating to the examination, clarification, evaluation and comparison of the technical proposals and recommendations for the award of a contract shall not be disclosed to the Bidders or any other persons not officially concerned with such process.
- 25.4** Prior to the detailed evaluation of the Bids, the Authority will examine the Bids to determine whether they are complete, whether the documents have been properly signed, whether the Bid Security is included and whether the Bids are generally in order. Any Bids found to be non-compliant will be rejected by the Authority and not included for further consideration.
- 25.5** The Authority will carry out an evaluation of the Bids in order to determine whether the technical aspects are substantially compliant with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Authority will examine all the information supplied by the Bidders and other requirements in the Bidding Documents.
- 25.6** To assist in the examination, evaluation and comparison of the Bids, the Authority may, at its absolute discretion, ask any Bidder for clarification of its Bid. The request for clarification and the response shall be in writing or by email or by facsimile unless the Authority believes, in its absolute discretion, that a clarification meeting with the Bidder

is required. The Authority may conduct such clarification meetings with each or any Bidder as it deems fit.

- 25.7** At the end of the evaluation of technical proposals, the Employer will notify in writing such Bidders whose technical proposals are not substantially compliant.
- 25.8** A substantially compliant technical proposal is one which conforms to the terms, conditions and requirements of the Bidding Documents, without deviations or exceptions and includes the changes, if any, requested by the Authority during the evaluation of the Bidders "technical proposals.
- 25.9** The Authority will open the price proposal(s) of each Bidder who submitted a substantially compliant technical proposal, after evaluation of the technical proposal.
- 25.10** Information relating to the examination, clarification, evaluation and comparison of the price proposals and recommendation for the award of the contract shall not be disclosed to Bidder(s) or any other persons.
- 25.11** The Authority will examine the Bids to determine whether they are complete, whether the documents have been properly signed, whether the Bids are substantially compliant to the requirements of the Bidding Documents;
- 25.12** If a price proposal is not substantially compliant, it will be rejected by the Authority, and may not subsequently be made compliant by correction or withdrawal of the nonconforming deviation or exception.
- 25.13** Price proposals determined to be substantially compliant will be checked by the Authority for any arithmetic errors. In case of any discrepancy, corrections may be carried out by the Authority which may be binding upon the Bidder. If such corrections are not accepted by the Bidder, its Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Clause 20.6 (vi).
- 25.14** The Authority will evaluate Bids based upon an evaluation of the technical and price criteria. The Employer may in its absolute discretion, invite for discussions, such Bidder(s) who shall have submitted substantially compliant price proposals, in order to achieve better quality.
- 25.15** In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Authority may either annul the Bidding Process or invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the

Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.

25.16 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding, the Authority may, in its discretion, invite fresh Bids (the "third round of bidding") from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be.

25.17 In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second-highest bidder in the first round of bidding.

26. AWARD OF CONTRACT

26.1 The Authority, at its discretion, will award the Project to the Bidder whose Bid has been determined to be technically compliant and who has offered the most advantageous Bid to the Authority, in accordance with this Tender.

26.2 The Authority reserves the right to accept or reject any Bid, award only a part of the Project and to annul the Bidding Process and reject all Bids, at any time prior to award of the Project, without thereby incurring any liability to the affected Bidder or Bidder(s) or any obligation to inform the affected Bidder or Bidder(s) of the grounds for the Authority's action.

26.3 The Authority will notify the successful Bidder, and upon the furnishing by the successful Bidder of a Performance Security in accordance with the LDA, the Authority will promptly notify the other Bidders that their Bids have been unsuccessful and return their Bid Security.

26.4 After selection, a Letter of Award shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 15 days of the receipt of the Letter of Award, sign and return the duplicate copy of the Letter of Award in acknowledgement thereof. In the event the duplicate copy of the Letter of Award duly signed by the Selected Bidder is not received by the stipulated date, the Authority may unless it consents to an extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated compensation and damages payable to the

Authority for, inter alia, time, cost and effort of the Authority on account of failure of the Selected Bidder to acknowledge the Letter of Award, and the next eligible Bidder may be considered.

- 26.5** Within **15** days of issuance of the Letter of Award by the Authority and acknowledgement thereof by the Selected Bidder, the LDA should be executed between the Authority and the Selected Bidder.

27. Performance Security

- 27.1** Within thirty (30) days of receipt of the Letter of Award and prior to entering with the LDA, the Selected Bidder shall furnish to the Authority the **Performance Security of the amount INR 1,15,000.**

- a. In the event of any amendment issued to the LDA, the Selected Bidder shall, within thirty (30) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the LDA, as amended.
- b. The performance security shall be valid till **60 days** after the date of completion of all contractual obligations.

- 27.2** The performance security shall be denominated in Indian Rupees and shall be in the following forms:

- a. The performance security shall be submitted through net banking/RTGS/NEFT from their registered bank account to A/C No: 50200020235682 of HDFC Bank of India, IFSC:HDFC0000050, (APADCL), Branch: Dwarakanagar, Visakhapatnam.
- b. Demand Draft (or) Bank Guarantee in favour of Managing Director, APADCL, payable at Vijayawada. Performance security in the form of Demand Draft will be encashed in the bank account of the Authority.

- 27.3** In case of forfeiture of the performance security, the successful bidder will be required to re-submit fresh performance security of the value mentioned above for continuation of the engagement.

28. Fraud and Corrupt Practices

- 28.1** The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the Letter of Award and during the subsistence of the LDA. Notwithstanding anything to the contrary contained herein, or in the Letter of Award or the LDA, the Authority may reject a Bid, withdraw the Letter of Award, or terminate the LDA, as the case may be, without being liable in any manner whatsoever to the Bidder or Operator, as the case

may be, if it determines that the Bidder or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the LDA, or otherwise.

28.2 Without prejudice to the rights of the Authority under Clause 27.1 hereinabove and the rights and remedies which the Authority may have under the Letter of Award or the LDA, or otherwise, if a Bidder or Operator, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the Letter of Award or the execution of the LDA, such Bidder or Operator shall not be eligible to participate in any Bid or Tender issued by the Authority during a period of 2 (two) years from the date such Bidder or Operator, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case maybe.

28.3 For the purposes of this Clause 28, the following terms shall have the meaning hereinafter respectively assigned to them:

(i) **“corrupt practice”** means (a) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the Letter of Award or has dealt with matters concerning the LDA or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (b) save and except as permitted under the terms of this Tender, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Award or after the execution of the LDA, as the case may be, any person in respect of any matter

relating to the Project or the Letter of Award or the LDA, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (ii) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (iii) **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (iv) **“Undesirable practice”** means (a) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (b) having a Conflict of Interest; and
- (v) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

29. Liquidated Damages

29.1 A Flying Training Organizations (FTO), licensed by Directorate General of Civil Aviation, should have a minimum of 3 airworthy aircrafts at the time of bid due date, as per the DGCA norms.

The bids of such companies, which have assured to be having airworthy aircrafts certified by a competent authority within 3 months, will be taken up for evaluation, only when there are no eligible and technically qualified bid (s) from the FTOS that are having minimum 3 airworthy aircrafts at the time of bid due date.

29.2 In case the bidder fails or is not able to pay the monthly lease and operational costs along with the premium charges on or before the prescribed date of payment, the delayed payment will have to be deposited with a penalty of 18 percent per month on the balance due. A default for 3 months after the due payment date will lead to the termination of contract and forfeiture of the performance security.

29.3 In event of physical or material damage (other than Force Majeure) by the concessionaire to the infrastructure being provided by APADCL, GoAP, the repair cost will be borne completely by the concessionaire. Repair charges will be determined by APADCL based on the estimates of PWD (R&B) rates for damage to the civil works.

Equipment charges will be as per the cost of acquisition from the same OEM for the damaged equipment. And all such expenses incurred by APADCL for alternative arrangements until the restoration of the damaged infrastructure shall be paid by the concessionaire at actual.

29.4 Any denial of use due to such breakdown/ damage will not be the responsibility of the APADCL, Andhra Pradesh and full rent will be payable.

30. Miscellaneous

30.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at **Vijayawada** shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

30.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- i. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- ii. consult with any Bidder in order to receive clarification or further information;
- iii. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and
- iv. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

30.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

31. Force Majeure

31.1 For the purpose of this tender, "Force Majeure" means an event which is beyond the reasonable control of a Bidder, and which makes a Bidder's performance of its obligations hereunder impossible or so impracticable as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions,

strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation by government agencies;

31.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

31.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

Section-II
Scope of Work

SCOPE OF WORK – FTO

1. The Authority seeks the participation of private entities for the Development Operation & Management of Flying Training Organization (FTO), including inter alia all works related to, or incidental to, or required to be undertaken up for the purpose, in accordance with the provisions of the LDA and applicable laws, including the commercial development of the flying training organizations on a LEASE basis and has decided to carry out the bidding process for the selection of a private entity to whom the Project may be awarded.
2. The scope of work will broadly include setting up and operationalization of the flying training organizations at Kurnool Airport thereof for the term of the LDA.

The Selected Bidder will be responsible for the following:

- i. Setting up of a flying training organization with all approvals and permissions as required.
- ii. Operations of Flight Training Organization for the entire duration of the lease agreement.
- iii. The bidder must comply with the Civil Aviation Requirements (CAR) for Flying Training Organization relating to infrastructure, procedures and manpower issued from DGCA, New Delhi.
- iv. The bidder should get all the necessary clearances/licenses/approvals/permissions from the respective regulatory bodies including Director General of Civil Aviation, Government of India regularly till the expiry of the lease period.
- v. The bidder shall get insurance coverage for all the facilities, the staff working with them and the cadet being trained by them, for an adequate amount as per industry standard. The Andhra Pradesh Airport Development Corporation Limited, Andhra Pradesh will not be responsible for any claim for loss or damage of property or life in anyway.
- vi. Additional requirement of space at airside & city side will be provided/allotted on request of the successful bidder for future expansion a supplementary agreement shall be entered accordingly on mutual consent with the APADCL & bidder

Explanation

CPL candidates under this category will be selected by the bidder at his own discretion and the list of admitted cadets shall be submitted to APADCL for its records and verification

- vii. The successful bidder may create his own infrastructure where land maybe allotted at the airport at the prevailing rate as and when required at the sole discretion of

APADCL.

- viii. The successful bidder will undertake deployment of world-class and adequately trained staff for training, services, operation and maintenance. Foreign collaborations with world-class institutes TRTOs and Simulator companies would be considered advantageous. Extension/continuation would be based on Quality of Training and Output quality of the cadets.
- ix. Use of airstrip and airport infrastructure on a non-exclusive basis, preference shall be given to SOP/NSOPs.
- x. Non-exclusive Concession:
- xi. The grant of concession to the concessionaire shall be on a non-exclusive basis, for Lease cum Development, Operation & Management of Flying Training Organization at Kurnool Airport. At any time during the Lease Period, the Authority may enter into other agreement(s) with other parties for Development, Operation & Management of Flying Training Organization, when it is deemed appropriate. It is understood and agreed that nothing in the RFP or the LDA is to be construed to grant or authorize the granting of an exclusive right to the Lessee.

3. Components of Business Model:

Audit right of the Authority of AAI will be implemented:

Audit right of the Authority

Notwithstanding anything to the contrary contained herein, the Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at any time, another firm of chartered accountants to audit and verify the expenses, costs and realizations disclosed by the Lessee to the Authority. The Lessee undertakes to co-operate with Authority and the entities authorized by Authority in the conduct of such audit, and for such purpose to provide access to the officials of Authority and its authorized agencies to the books of accounts, bills, documents, papers and such other details as may be required by the Authority or its representatives.

Submission of the financials reporting to APADCL

Financial model for the duration of the lease agreement.

- i. Financing gap analysis,
- ii. Periodic capital investment,
- iii. Regulatory framework with respect to current regulations,
- iv. Demand supply analysis to justify the projected revenues and financial returns
- v. Component wise break-up of project cost with clear mention of assumptions and benchmarks.
- vi. The proposal submitted as part of the bid will be evaluated to ascertain the technical eligibility of the bidder.
- vii. The technical bids may be accepted or rejected based on the decision of the evaluation committee particularly on the relevance and quality of the proposed business model to the scope mentioned in this bid.

Section III

Draft Long Term Development Agreement

DRAFT LONG-TERM DEVELOPMENT AGREEMENT (LDA) FOR

**LEASE-CUM DEVELOPMENT, OPERATION & MANAGEMENT OF
FLYING TRAINING ORGANIZATION AT KURNOOL AIRPORT,
ANDHRA PRADESH**

BETWEEN

**ANDHRA PRADESH AIRPORTS DEVELOPMENT CORPORATION LIMITED,
GOVERNMENT OF ANDHRA PRADESH**

AND

XXXXXXXXXXXXXXXXXX

_____,2025

THIS AGREEMENT is made at _____ on day of _____ month of 2024 BETWEEN:

- (1) THE GOVERNOR OF ANDHRA PRADESH, acting through____, Andhra Pradesh Airport Development Corporation of Government of Andhra Pradesh, (hereinafter referred to as "**APADCL**" which expression shall include its successors and assigns); and
- (2) a company incorporated under the Indian Companies Act, 2013, having its registered office at _____ (hereinafter referred to as "**Concessionaire**" which expression shall include its successors and permitted assigns). WHEREAS:
 - (A) The Parties recognize and acknowledge that in matters of FTO infrastructure and civil aviation GoI has and should continue to have a major role and responsibility in determining the framework for the aviation sector.
 - (B) In the context of a project being undertaken through a public/private sector approach, it is critical that the terms and conditions upon which such a project will be implemented are set out and therefore the parties are entering into this agreement (the "Agreement" or the "Long Term Development Agreement (LDA)").
 - (C) It is the endeavor of the Parties to develop an international standard flight training organization where all training activities are carried out in a timely manner with requisite performance standards.
 - (D) And that, prior to entering into this agreement, the concessionaire has submitted the performance security to the Authority as prescribed in the tender documents.

NOW IT IS HEREBY AGREED as follows:

1. SCOPE OF THE PROJECT

The scope of the Project (the "Scope of the Project") shall mean:

- i Setting up of a flying training organization.
- ii Operations of Flight Training Organization for the duration of the lease agreement.
- iii The bidder must comply with the Civil Aviation Requirements (CAR) for Flying Training Organization relating to infrastructure, procedures and manpower issued from DGCA, New Delhi.
- iv The bidder should get all the necessary clearances/licenses/approvals/permissions from the respective regulatory bodies including Director General of Civil Aviation, Government of India.
- v The bidder shall get insurance coverage for all the facilities, cadets and the staff working with them for an adequate amount as per industry standard. The Andhra Pradesh Airport Development Corporation Limited, Andhra Pradesh will not be responsible for any claim for loss or damage of property or life in anyway.
- vi Deleted.

- vii Deleted.
- viii The bidder should be able to deploy 03 airworthy aircraft within 3 months of award of bid and scale up to the number of airworthy trainer aircrafts as required by the DGCA guidelines within 12 months of award of bid.
- ix Deleted.
- x Deleted.

Explanation

CPL candidates under this category will be selected by the bidder at his own discretion and the list of admitted cadets shall be submitted to APADCL for its records and verification

- xi The successful bidder may create his own infrastructure where land maybe allotted at the airport at the prevailing rate as and when required.
- xii The successful bidder will undertake deployment of world-class and adequately trained staff for training, services, operation and maintenance. Foreign collaborations with world-class institutes TRTOs and Simulator companies would be considered advantageous. Extension/continuation would be based on Quality of Training and Output quality of the cadets.
- xiii **First Come First Serve as per existing ATC Rules.**
- xiv **Non-exclusive Concession:**

The grant of concession to the concessionaire shall be on a non-exclusive basis, for Lease cum Development, Operation & Management of Flying Training Organization at Kurnool Airport. At any time during the Lease Period, the Authority may enter into other agreement(s) with other parties for Development, Operation & Management of Flying Training Organization, when it is deemed appropriate. It is understood and agreed that nothing in the RFP or the LDA is to be construed to grant or authorize the granting of an exclusive right to the Lessee.

2. FACILITIES TO BE PROVIDED BY GOAP

The Andhra Pradesh Airport Development Corporation, Andhra Pradesh shall provide the following facilities to the concessionaire for the duration of this agreement on lease basis:

- 2.1 Area of 5000 sqm, can be allotted to be bidders. The same may be utilized by the bidders accordingly to their requirements on airside and cityside with the approval of the APADCL. Additional requirement will be addressed as per the provisions (Section II (2-XI) of Page No.38.

The allotted open land on the airside for development of Hangar facility by the bidder for

parking and maintenance of training aircraft, in accordance with clause 21.4 (Fixed Parameters) and as per designs/drawings approved by DGCA/APADCL.

- 2.2 The allotted open land on the city side for development of administrative offices, class rooms, hostel accommodation to the staff and cadets and other ancillary facilities required for the above purpose by the bidder, in accordance with clause 21.4 (Fixed Parameters) and as per designs/drawings approved by DGCA/APADCL.
- 2.3 Operating cost on actuals (Electricity, security, housekeeping) shall be paid monthly by the bidder as per the norms finalized by the APADCL.
- 2.4 A fully approved code C Taxiway with lighting, etc, for taxing from the runway upto the FTO plot will be provided by the Authority.
- 2.5 Security and Ground Handling Staff charges as per the norms finalized by the APADCL. The successful bidder may create his own pre-fabricated infrastructure on land allotted at the airport, at a prevailing rate with the prior approval of APADCL.

3. CONCESSION

- 3.1. The Parties agree that concessionaire shall pay to APADCL, GoAP a concession fee amounting to Premium with the prescribed rate as below:
 1. Operating cost on actuals (Electricity, security, housekeeping) shall be paid monthly by the bidder as per the norms finalized by the APADCL.
 2. The services and infrastructure related to Fire Safety, Ambulance, Flying Hours, ATC Facility, Meteorological Services, Air strips etc includes in flying rates and parameter security will be provided by APADCL, Andhra Pradesh.
 3. Security and Ground Handling Staff charges as per the norms finalized by the APADCL.

4. PAYMENT ACCOUNT

The Concession Fee (Flying Hours), fixed lease charges and operational costs shall be calculated and paid in Rupees. Each payment due from concessionaire shall be paid into an account of the Andhra Pradesh Airports Development Corporation Limited **at A/C No:50200020235682 of HDFC Bank of India, IFSC: HDFC0000050, (APADCL), Branch: Dwarakanagar, Visakhapatnam** by wire transfer or bank draft in favour of the APADCL, Government of Andhra Pradesh or such other account as may be designated in writing from time to time by APADCL to concessionaire by of 7th day of each financial quarter (7th April, 7th July, 7th October and 7th January) as an advance payment.

5. PERFORMANCE PARAMETERS

- 5.1. Deleted.

- 5.2. Deleted.
- 5.3. The bidder should be able to deploy 03 airworthy aircraft within 3 months of award of bid and scale up to the number of airworthy trainer aircrafts as required by the DGCA guidelines within 12 months of award of bid.

6. RESERVATION OF SEATS FOR ANDHRA PRADESH DOMICILES

- 6.1. Deleted.
- 6.2. Deleted.

Explanation

CPL candidates under this category will be selected by the bidder at his own discretion and the list of admitted cadets shall be submitted to APADCL for its records and verification.

7. LIABILITY

- 7.1. Concessionaire Liability:** Subject to agreement, as between concessionaire and APADCL, GoAP (and their respective employees, servants and agents), concessionaire alone will bear any responsibility there may be for any cost, expense, loss, liability or damage suffered for incurred by any user(s) at the Airport or any other person(s) or otherwise and arising out of or in connection with setting up and maintaining the Flight Training Organization without recourse to APADCL, GoAP (or any of its respective employees, agents and/or servants) to the extent that such cost, expense, loss, liability or damage arises as a result of the negligence of concessionaire (and its employees, servants and agents).
- 7.2.** Neither APADCL, GoAP nor concessionaire shall be liable for any special, indirect, incidental or consequential damages arising out of or in connection with this Concession Agreement.
- 7.3. APADCL, GoAP Liability:** APADCL, GoAP and concessionaire will be obliged to give information to the other party if any legal proceeding is initiated in any court or tribunal against them relating to this Concession Agreement.

8. LDA - TERMS AND CONDITIONS

- 8.1.** The concessionaire shall comply with the requirements laid down by the DGCA, New Delhi, Ministry of Civil Aviation, Govt. of India and Andhra Pradesh Airport Development Corporation Limited, Government of Andhra Pradesh from time to time.
- 8.2.** It shall be incumbent on the concessionaire to obtain the necessary permissions/clearances/ approvals/ Licenses etc. from different statutory authorities and the Andhra Pradesh Airport Development Corporation Limited, Andhra Pradesh will in no way be responsible for procuring them for the Flight Training Organization. However, the department will issue a letter of intent (LoI) to the successful bidder to facilitate obtaining the required Licenses etc.
- 8.3.** The concessionaire shall obtain requisite clearances of operational safety and other

aspects from Director General of Civil Aviation (DGCA) and Airports Authority of India (AAI), before the commencement of flight training activities.

8.4. The concessionaire shall ensure adherence to all Civil Aviation safety norms for the conduct of smooth flying training operation as per flying training circular No.1/2004 or latest issued by DGCA, Government of India.

8.5. Security Requirements

8.5.1. The lessee shall at its own costs be liable to and shall obtain necessary security clearances/permits for its employees.

8.5.2. The lessee shall not use wireless communications systems, leased or otherwise at any frequency bands within the Airport without the prior written permission of AAI.

8.5.3. The lessee shall be responsible for the security of the site and the IOF and their use by the lessee in a safe manner.

8.5.4. The lessee, in consultation and with approval of Authority shall provide and take all such security measures as necessary to prevent unauthorized intrusion into the site & the IOF.

8.5.5. The Lessee shall include all such measures as part of the security during the contract period, as may be prescribed by AAI from time to time.

8.6. The services and infrastructure related to Fire Safety, Ambulance, Flying Hours, ATC Facility, Meteorological Services, Airstrips etc includes in flying rates.

8.7. The concessionaire shall adhere to the minimum statutory cover as prescribed by the Government in respect of the trainee insurance and a copy of the same has to be submitted to APADCL. It shall also undertake comprehensive insurance for covering all types of risk including the third party.

8.8. The concessionaire shall obtain appropriate insurance cover for all the facilities, staff and trainees at the airfield, and the department shall not be liable for any claims arising from out of the operation of private flying training organization from its airfield in relation to any incident/accident involving any financial or legal liability pertaining to the life and property of anyone.

8.9. Ensuring the availability of healthy Drinking water, Sanitation and other preliminary facilities shall be the responsibility of the concessionaire.

8.10. The airfield shall be used only for imparting training in aviation-related training activities permitted by the DGCA and none else. The control and complete ownership of the airfield would remain with the APADCL, Government of Andhra Pradesh and no one else.

8.11. The organization shall have no legal right to object to the use of the airfield for purposes related to other commercial/recreational aviation activities as may be permitted by the

APADCL, GoAP from time to time. When an airfield is put to uses other than flying training, or when multiple operators for imparting flying training are allowed from a given airstrip, the department would undertake to coordinate the use of the airspace and ground space at the airfields through appropriate administrative/technical arrangements.

- 8.12.** State or Union Government aircraft/VVIP/VIP aircraft landing/take-off/ movement shall always have precedence over flying training
- 8.13.** The department may allow the use of the existing hangars / other facilities at the airfields at its discretion by the flying training organizations. If there is no spare capacity in the existing facilities or if their use cannot be permitted in department's view, in such an event, the concessionaire will be allowed to set up such facilities at their own cost in the premises of the airfield by the department after getting prior approval from APADCL, GoAP.
- 8.14.** User Fees in both the cases shall remain the same as agreed will be determined by the department and the flying training organization shall be liable to pay the charges. Where the concessionaire constructs the hangars and other structures, at the end of the concession period, the operator shall restore the site leased by the department for raising the structures to its original condition. Alternatively, such structures would stand reverted to the Authority at the discretion of the Andhra Pradesh Airport Development Corporation. The organization shall maintain the facilities at their own expense and use them strictly as per the terms of allotment.
- 8.15.** The Radio Telephony Communication from the ground to air if needed will be the responsibility of the concessionaire and it shall get necessary clearance from the Ministry of Communication. The clearance shall be submitted to APADCL, GoAP prior to commencement of flying activities.
- 8.16.** The Government of Andhra Pradesh through its Andhra Pradesh Airport Development Corporation will reserve right to allow any other-operator to utilize the airfield for the above propose and the decision of the APADCL will be binding on the concessionaire.
- 8.17.** In case the plane belonging to the club is required for purposes other than training such as medical aviation, flower dropping, charter operation and general aviation flights, prior permission in writing as per rule, would be required from APADCL, GoAP and no violation in this regard would be accepted.
- 8.18.** The selected FTO shall carry on its business and affairs with due diligence and efficiency and in accordance with sound international financial and commercial standards and practices and shall fully account for all aspects of its business by preparing financial statements and delivering them to the Andhra Pradesh Airport Development Corporation limited, Andhra Pradesh and the Regulatory Authority as follows:

- (a) at the end of each financial year, the concessionaire shall prepare and submit to the APADCL, GoAP the concessionaire's balance sheet, a profit and loss account and a statement of cash flow drawn up in accordance with generally accepted international accounting practices and applicable Indian corporate law and certified by qualified corporate auditors registered in India.
- (b) the concessionaire shall prepare and submit to the APADCL, GoAP and the Regulatory Authority a quarterly statement of the concessionaire's revenues and disbursements, expected trends for the next quarter, progress concerning current investment and proposed additional investments.
- (c) the concessionaire shall prepare for submission to the APADCL, GoAP and Regulatory Authority such other information on the financial position of the Company as the APADCL, GoAP and the Regulatory Authority may from time- to-time reasonably request to monitor compliance with the Applicable Regulations and with this Agreement. At the end of each financial year, the APADCL, GoAP shall be entitled to appoint, at its own expense, its own qualified auditor to verify the information provided by the concessionaire pursuant to Clause 8.18 and the concessionaire shall provide all reasonable assistance to such auditor.

8.19. The APADCL, GoAP shall have the right to inspect or get inspected the buildings/ facilities/plant and machinery of the organization –owned or leased – at any time.

8.20. The recruitment of manpower for running the operations of FTO does not require the prior-approval of APADCL.

9. LIQUIDATED DAMAGES

9.1. The concessionaire shall deploy minimum 03 airworthy trainer aircraft within 3 months of award of bid and scale up to the number of airworthy trainer aircrafts as required by the DGCA within 12 months of award of the bid with the complimentary staff required to operate training aircraft at their full capacity and shall continue to do so for the full period of contract failing which a penalty of 1% of the annual value of contract per week or part thereof will be levied as liquidated damage to a maximum of 6 weeks after which the contract will be liable to be terminated.

9.2. In case the concessionaire fails or is not able to pay the monthly lease and operational costs along with the premium charges on or before the prescribed date of payment, the delayed payment will have to be deposited with a penalty of **18 percent per Annum** on the balance due. The default for 3 months after the due payment date will lead to the termination of contract and forfeiture of the performance security.

9.3. Restoration of loss or damage Save and except as otherwise expressly provided in this

Agreement, in the event the Site, the IDF or any part thereof suffers any loss or damage during the Contract Period from any cause whatsoever, the Lessee shall, at its cost and expense, rectify and remedy such loss or damage forthwith.

The Force Majeure event clause as per AAI will be complied.

10. TERMINATION OF AGREEMENT:

10.1. Termination for Lessee's Default:

Each of the following events or circumstances, to the extent not caused by a default of Authority of force majeure shall be considered for the purpose of this agreement as events of default of lessee ("Lessee's Event of Default") which, if not remedied within the cure period set forth below, or where no cure period is specified, within 60 (Sixty) days, upon receipt of written notice from authority, shall provide authority the right to terminate this agreement in accordance with clause 23.4 below:

- A. The Lessee abandons the site, the FTO unattended for more than 15(fifteen) consecutive days without the prior consent of Authority, provided that the lessee shall be deemed not to have abandoned such operation if such abandonment was (I) as a result of force majeure event and is only for the period such force majeure is continuing, or (ii) is on account of a breach of its obligations by authority.
- B. The Lessee creates any Encumbrance, charges or lien in favour of any person save and except as otherwise expressly permitted under this agreement.
- C. Upon occurrence of the change in control of the Lessee and the Lessee does not suo moto cure such default within 30 (thirty) days of its occurrence.
- D. The lessee is adjudged bankrupt or insolvent, or if a trustee or receiver or interim resolution professional/ resolution professional is appointed for the lessee or for the whole or material part of its assets that has a material bearing on this agreement and the transactions contemplated hereunder.
- E. A resolution for winding up of the lessee is passed, or any petition for insolvency resolution process/liquidation/winding up of the lessee is admitted by a court/tribunal of competent jurisdiction and an interim resolution professional/resolution professional/provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the lessee is ordered to be wound up/liquidated by court/tribunal except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamated or reconstructed entity has unconditionally assumed the obligations of Lessee under this Agreement and the other Agreements executed by the lessee in connection herewith: and provided that:
 - i. The amalgamated or reconstructed entity has the capability and operating

experience necessary for the performance of its obligations under this agreement and other agreements executed by the lessee in connection herewith;

- ii. The amalgamated or reconstructed entity has the financial standing perform its obligations under this Agreement and the other agreements executed by the Lessee in connection herewith and has a credit worthiness at least as good as that of the lessee as the date immediately preceding the date on which such proposal for amalgamation or reconstruction has been approved; and
 - iii. each of the other agreements executed by the lessee in connection herewith remain in full force and effect;
- F. there is a transfer, pursuant to law either of (i) the rights and /or obligations of the Lessee under any of the agreements executed by the lessee of of (ii) undertaking of the lessee, and such transfer a material advance effect;
- G. a resolution is passed by the shareholders of the lessee for the voluntary winding up of the lessee;
- H. the lessee repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement;
- I. the lessee suffers an execution being levied on any of its equipment or assets causing a material Adverse effect and allows it to be continued for a period of 15 (fifteen) days;
- J. the lessee has delayed any payment that has fallen due under this Agreement if such delay exceeds 90(ninety) days.
- K. the lessee is in breach of the previous contained in clause 8 of this agreement;
- L. Subsequent to the replenishment of furnishing of fresh performance security in accordance with clause 8.5.1 above, the lessee fails to meet any condition precedent or cure the lessee default, as the case may be, for which whole or part of the performance security was appropriated, within the cure period specified with respect to that particular default;
- M. the lessee fails to fulfill any of its obligations hereunder and such default is not remedied within the cure period specified herein; or
- N. The lessee has failed to make any payment to the Authority within the period specified in this Agreement including without limitation the amounts set out in clause 18 above;
- O. Lessee does not complete minimum of 3000 flying hours in at least one Accounting year for every 3 (there) consecutive accounting years throughout the subsistence of this Agreement;
- P. Lessee does not commence flying within 12 months of appointed date; provided that non-commencement of flight was (i) as a result of force majeure event and is only for the period

such force majeure is continuing, or (ii) is on account of a breach of its obligations by Authority, or (iii) in accordance with the previous of this Agreement.

10.2. Termination by Authority without Default of the Lesse

Without prejudice to any other rights or remedies which the Authority may have under this Agreement the authority shall be entitled to terminate this Agreement upon determination that the Authority requires the site for its own use or upon closure of the Airport by issuing a termination notice of not less than 365 (Three Hundred and Sixty-Five) days to the lessee and upon payment of termination payment in terms of Clause 23.5.

10.3. Deleted.

10.4. Without prejudice to any other right or remedy which Authority may have in respect thereof under this Agreement, upon the occurrence of any breach or default by the lessee under this Agreement including any lessee's event default, Authority shall be entitled to terminate this Agreement by a communication in writing to the lessee if the lessee has failed to cure such breach or default within the period provided for the same in the Agreement or Cure period of 60 (Sixty) days and invoke the performance security and appropriate the proceeds thereof as damages. Provided that before issuing the termination notice, the Authority shall by a notice inform the lessee of its intention to issues such termination notice and grant 15 (fifteen) days to be the lessee to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue a termination notice.

10.4.1. Subject to clause 23.2 above, the following shall apply in respect of cure of any of the defaults and / or breaches of this agreement.

- a) The cure period shall commence from the date on which a notice in writing is delivered by Authority to the lessee asking the letter to cure the breach or default specified in such notice;
- b) The cure period provided in this Agreement shall not relieve the lessee from liability for damages caused by its breach or default;
- c) the cure period shall not in any way be extended by any period of suspension under this Agreement; and
- d) If the cure of any breach by the lessee requires any reasonable action by the lessee that must be approved by Authority hereunder the applicable cure period (and any liability of the lessee for damages incurred) shall be extended by the period taken by Authority to accord its approval.

10.5. Termination Payment

10.5.1. Deleted.

10.5.2. In the event of termination of this Agreement by the Authority in terms of Clause 23.2, the Authority shall endeavor to provide an alternate plot of land, if available, for erection of similar building /structure /and/or installations for the permitted uses upon entering into a fresh lease agreement with lessee upon similar covenants as given under this agreement for the remaining contract period.

10.5.3. The Lessee expressly agrees that termination payment under this clause 23 shall constitute a full and final settlement of all claims of the lessee on account of termination of this agreement for any reason whatsoever and that the lessee or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

10.5.4. In addition to clause 23.5.22, in the event of termination of this agreement in accordance with clause 23.2, the authority shall be liable to pay an amount equivalent to 120% (One hundred Twenty percent) of termination payment.

Termination payment shall be calculated in the following manner;

A = Remaining / unexpired period out of the 25 years from the Appointed date;

B = 25 years

IC = Costs incurred by the lessee in the designing, development and construction of the IOF as duly certified by the incurred cost certificate.

Termination Payment = (A/B) X IC

10.6. If the department is to revoke the agreement prematurely without any default on concessionaire part, in that event, the department would pay to the party the cost of structures any raised by the party as assessed by the APADCL. Besides, outstanding deposits of rent and other balances held by the department would also be returned.

10.7. If the concessionaire seeks to terminate the concession prematurely without any default on APADCL part, he would forego the user charges for one calendar year. He would also forego the right to use any structure(s) he may have erected and would firstly offer the said structure(s) to the department, which, if it is decided to retain, would pay to the party the value of the structure(s) as assessed by the APADCL. If that option is not exercised, the concessionaire shall remove the whole of the superstructure(s) at his own cost and leave the land unencumbered.

10.8. If felt by APADCL, that the terms and condition of the agreement are not being followed or any violation is taking place, then APADCL will have the right to terminate the contract agreement without notice and without any liability.

10.9. *Notwithstanding anything to the contrary contained in this Agreement, any Termination*

pursuant is the provisions of this Agreement shall be without prejudice to accrued rights of either Party including is right to claim and recover money damages and other rights and remedies which it may have in law or contract All rights and obligations of either Party under this Agreement, including without Imitation Termination Payments and Divestment procedures, shall survive the Termination of this Agreement to the extent such survival is necessary for giving effect to such rights and obligations.

11. DISPUTE SETTLEMENT:

11.1. If there is any dispute, it shall be governed by, and construed in accordance with, the laws of India and the Courts at Vijayawada shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with this agreement.

12. FORCE MAJEURE:

12.1. For the purpose of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of concessionaire, and which makes concessionaire's performance of its obligations hereunder impossible or so impracticable as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the concessionaire invoking Force Majeure to prevent), confiscation by government agencies.

12.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A)take into account atthe time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out ofits obligations hereunder

12.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

12.4. If a Force Majeure Event subsists for a period of 180 Days, either Party may in its sole discretion terminate this agreement by giving 30 (thirty) days termination notice in writing to the other party without being liable in any manner whatsoever, save as provided in clause 20.8 below and upon issue of such termination notice, this agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such termination Notice, the party intending to issue the termination notice shall inform the other party of such intention and grant 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion

issue the termination notice.

13. NOTICES

13.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, e-mail, or facsimile and confirmed in writing to the other party's address are as follows:

The concessionaire's addresses for notice purposes is:

Address for APADCL, Andhra Pradesh for notice purposes is:

13.2. The language for the notices will be "English".

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date set forth above.

Signature

Name:

Designation:

Date:

**(For and on behalf of the Governor of
authorized Andhra Pradesh)
firm)**

WITNESSES

Signature:

Name:

Designation:

Date:

Signature

Name:

Designation:

Date:

**(For and behalf of the firm duly
authorized under the seal of the
firm)**

Signature:

Name:

Designation:

Date:

Section IV
APPENDICES

LETTER COMPRISING THE BID
[On the Letter Head of the Bidder]

To,

The Managing Director,

Andhra Pradesh Airports Development Corporation Limited,
4th Floor, IHC Corporate, Mangalagiri,
Guntur – 522503.

**Sub: Bid for Development, Operation & Management of Flying Training Organization
at Kurnool Airport.**

Dear Sir,

1. With reference to your Tender document datedI/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is un conditional and unqualified.
2. I /We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Operator for the aforesaid Project, and we certify that all information provided therein is true and correct and nothing has been omitted which renders such information misleading and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Operator for the operation, maintenance, development and management of the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reasons or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public

authority for breach on our part.

7. All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.
8. I/We declare that:
 - (i) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
 - (ii) I/We do not have any Conflict of Interest in accordance with the terms of the Tender;
 - (iii) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Tender, in respect of any Bid or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State;
 - (iv) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section IV of the Tender, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - (v) the undertakings given by us along with the Bid in response to the Tender for the Project are true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/We shall continue to abide by them.
9. I /We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the terms of the Tender.
10. I/We believe that we satisfy(s) the Financial Capacity criteria and meet(s) the requirements as specified in the Tender.
11. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/We further certify that in regard to matters relating to security and integrity of the

country, we or any of our Associate have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against any of our directors/managers/employees.
14. I/We acknowledge and undertake that we were qualified and short-listed on the basis of our Technical Capacity and Financial Capacity. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the LDA in respect of Change in Ownership.
15. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the Tender, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify us or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the LDA, it would, notwithstanding anything to the contrary contained in the LDA, be deemed a breach of thereof and the LDA shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
16. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
17. In the event of our being declared as the Selected Bidder, I/we agree to enter into the LDA in accordance with the draft that has been provided to us prior to the Bid Due Date and forming a part of the Tender. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. I /We have studied all the Bidding Documents carefully and also surveyed the Project. We understand that except to the extent as expressly set forth in the LDA, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.

19. I/We offer a Bid Security of **Rs. 1,00,000 (One Lakh only)** to the Authority in accordance with the Tender.
20. The Bid Security in the online transfer is attached.
21. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I /We shall have any claim or right of whatsoever nature if the Project/LDA is not awarded to us or our Bid is not opened or rejected.
22. The Premium has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender, draft form of the LDA, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Project cost and implementation of the Project.
23. I/We agree and undertake to abide by all the terms and conditions of the Tender.
24. I/ We certify that in terms of the Tender, my/our Net Worth is Rs.(Rupees).
25. I/We shall keep this offer valid for from the Bid Due Date specified in the Tender.
26. I/We hereby submit our Bid and offer a Premium in the form as mentioned in our Financial Bid out of the gross revenues of the Project as a share of the Authority for undertaking the aforesaid Project in accordance with the Bidding Documents and the LDA.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the Tender.

Yours faithfully

Date:

Place:

(Signature, name and designation of the
Authorized signatory)

Name and seal of Bidder

DETAILS OF THE BIDDER

1. Name:
2. Address of the corporate office and registered office of the Bidder:
3. Date of Incorporation and/or commencement of business:
4. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
5. Details of the individual(s) who will serve as the point of contact/ communication for the Authority:
 - (i) Name:
 - (ii) Designation:
 - (iii) Address:
 - (iv) Tel:
 - (v) E-Mail:
 - (vi) Fax:
6. Particulars of Authorized Signatory of the Bidder:
 - (i) Name:
 - (ii) Designation:
 - (iii) Address:
 - (iv) Tel:
 - (v) E-Mail:
 - (vi) Fax:
7. The following information shall also be furnished by the Bidder:

S. No.	Criteria	Yes	No
1.	Has the Bidder been barred by the Central/State Government or any entity controlled by it, from participating in any project on LEASE basis?		
2.	If the answer to (1) is yes, does such bar still subsist as on date		

8. A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (attach extra sheets if necessary).

Yours faithfully

Date:

Place:

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

FORM I

EXPERIENCE STATEMENT OF THE BIDDER/TECHNICAL CAPACITY

- (a) List of satisfactorily completed Projects including development and operation of a world class flying training organizations as per guidelines of the Director General of Civil Aviation, India and Department of Civil Aviation similar to the Project herein.

Sl. No.	Name of the Flight Training Organization	Description of scope of Works	Start Date and Date of completion	Value of scope of Bidders Works(INR)

- (b) Experience in operating flying training organization/aircraft maintenance school/commercial airline, approved/certified by DGCA/ICAO or such statutory body, for a minimum period of years.

Note:

Certified true copies of the documents evidencing (a) and (b) above to be provided. The same shall be duly notarized.

Yours faithfully

Date:

Place:

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

FORM II

FINANCIAL CAPACITY (Net Worth) OF THE BIDDER

Financial Information in INR	Historical Information		
	Year	Financial Year	Average Annual Turnover
Total Assets			
Total Liabilities			
Liquid Resources (Cash and Bank balances)			
Current Liabilities			
Total Revenue (Annual Turnover)			
Profit Before Taxes			

Note:

- Please attach audited financial accounts of the Bidder (and Associates, if applicable).
- Contents of this Form II should be certified by the Statutory Auditor of the Bidder/practicing Chartered accountant.

Yours faithfully

Date:

Place:

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

STATEMENT OF LEGAL CAPACITY

Dated:

To
The Managing Director,
Andhra Pradesh Airports Development Corporation Limited,
4th Floor, IHC Corporate, Mangalagiri,
Guntur - 522503

Sub: BID FOR DEVELOPMENT OPERATION & MANAGEMENT OF FLYING TRAINING ORGANIZATION AT KURNOOL AIRPORT IN ANDHRA PRADESH.

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the Tender document.

We confirm that(insert individual's name) will act as our representative and has been duly authorized to submit the Tender. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

FORM OF POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that [name of the Bidder], having its registered office at [please provide address] and acting through its [please insert designation], [please insert name], hereby authorize and appoint

[Name of Authorized

Signatory] [Address]

with the full power of substitution, and as its agent and attorney-in-fact and confer upon such agent and attorney, in fact, all the powers and authority in the name and on behalf of [name of the Bidder], to do the following acts:

- (i) To finalize, execute and deliver the Bid and any documents, certificates and details on behalf of [name of the Bidder] with the Authority in response to the Invitation to Tender issued by the Authority for the development of the Flying Training Organization at Kurnool Airport dated [Please insert date].
- (ii) To make corrections, alterations, execute and sign any documents/certificates and to enter into discussions and negotiations with the Authority, make alterations to the Bid and any documents, certificates and make commitments and undertakings for the selection of [name of the Bidder] for undertaking the Project in response to the Tender issued by the Authority.
- (iii) To undertake all such other actions as may be required in furtherance of (i) and (ii) above.

IN WITNESS WHEREOF, I have here unto set my hands, on this [please insert day] day of [please insert month], 2023.

By: _____

Name: [please insertname]

Designation:

Address:

Notary Public

LETTER OF UNDERTAKING
[On the letterhead of the Bidder]

Date:

To,

The Managing Director,
Andhra Pradesh Airports Development Corporation Limited,
4th Floor, IHC Corporate, Mangalagiri,
Guntur – 522503.

Sub:- BID FOR DEVELOPMENT OPERATION & MANAGEMENT OF FLYING TRAINING ORGANIZATION AT KURNOOL AIRPORT IN ANDHRA PRADESH.

The undersigned Bidder acknowledges that the Tender issued to the Bidder is confidential and personal to the undersigned Bidder and the undersigned Bidder hereby undertakes and agrees as follows:

1. “**Confidential Information**” means the Tender and everything contained therein, all documentation, data, particulars of the works and technical or commercial information made by (or on behalf of) the Authority or obtained directly or indirectly from the Authority or its representatives by the undersigned Bidder or which is generated by the undersigned Bidder or any information or data that the undersigned Bidder receives or has access to, as a result of the Tender, as being confidential information of the Authority, provided that such term does not include information that (i) was publicly known or otherwise known to undersigned Bidder prior to the time of such disclosure, (ii) subsequently becomes publicly known through no act or omission by undersigned Bidder or any person acting on undersigned Bidder’s behalf.
2. The undersigned Bidder shall maintain the confidentiality of Confidential Information in accordance with procedures adopted by the undersigned Bidder in good faith to protect confidential information of third parties delivered to undersigned Bidder, provided that the undersigned Bidder may deliver or disclose Confidential Information to the undersigned Bidder’s authorized representatives who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Undertaking.
3. The undersigned Bidder shall not at any time whatsoever:

- (i) Disclose, in whole or in part, any Confidential Information received directly or indirectly from the Authority to any third party.
 - (ii) Reproduce, publish, transmit, translate, modify, compile or otherwise transfer the Confidential Information.
4. In case the Bid of the undersigned Bidder is not accepted and immediately upon the acceptance of the Bid of any of the other Bidder, the undersigned Bidder, shall:
- (i) Return all Confidential Information including without limitation, all originals, copies, reproductions and summaries of Confidential Information; and/or
 - (ii) Destroy all copies of Confidential Information in its possession, power or control, which are present on magnetic media, optical disk or other storage device, in a manner that ensures that the Confidential Information is rendered unrecoverable.
5. The undersigned Bidder shall certify to the Authority that it has returned or destroyed such Confidential Information to the Authority within two (2) days of such a request being made by the Authority.

(On the Bidder's Letterhead)

FINANCIAL PROPOSAL

To
The Managing Director,
Andhra Pradesh Airports Development Corporation Limited,
4th Floor, IHC Corporate, Mangalagiri,
Guntur - 522503

Sub: - BID FOR DEVELOPMENT OPERATION & MANAGEMENT OF FLYING TRAINING ORGANIZATION AT KURNOOL AIRPORT IN ANDHRA PRADESH.

Dear Sirs,

We, the undersigned, offer to perform and undertake the Project in accordance with the terms of the Tender dated [*Insert Date from Tender*] and our Technical Proposal No. ___Dt. _
_____ for a total premium in the sum of [*Insert amount(s) in words and figures*] per annum over and above the Base Price in addition to the lease and operating costs in INR (exclusive of all taxes and leaves), payable quarterly in equal installments.

We have assessed the Project site conditions and requirements of the Tender and confirm that our price includes all costs for aforesaid Project and this is exclusive of any taxes payable.

We confirm compliance to all statutory rules and regulations and include cost of all such statutory payments in the Price quoted by us.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal. We understand you are not bound to accept any proposal you receive.

Thanking youyou, Yours
Sincerely,

For (Insert Name of the Bidder) Signature _____ in the capacity of _____ Duly authorized to sign Bid for and on behalf of the Bidder (Insert Name of the Bidder)

Address: _____

**ANDHRA PRADESH AIRPORTS DEVELOPMENT CORPORATION LIMITED GOVERNMENT OF
ANDHRA PRADESH**

Financial proposal format:

S. No.	Bid Parameter	Minimum fixed amount (Base Price) per Annum in INR	Total Bid Price per annum over and above the Base Price INR (exclusive of all taxes)
1	Per hour flying fee (Rs.)	Rs. 750/-	
	Total		

Note:

1. The bidder who quotes the highest value is considered as H1 and the H1 bidder will be selected by the Authority.
2. The flying hour charges shall be escalated at a rate of 7% on completion of every 3 years.
3. The bid parameter shall be the Concession Fee rate payable to the Authority in terms of INR per flying hour, subject to a minimum of INR 750 (Seven Hundred and Fifty only) per flying hour per aircraft. The Concession Fee shall be computed on the basis of total number of actual flying hours (cumulative of all aircraft) multiplied by the Concession Fee rate (in terms of INR per flying hour per aircraft) or 3000 flying hours multiplied by the Concession Fee rate (in terms of INR per flying hour per aircraft), whichever is higher. "Flying Hours" means "Flight Time" as defined in CAR Section 7, Series J, Part I Issue IV Dt. 01/11/2018 issued by the Directorate General of Civil Aviation i.e. the cumulative number from the moment an aero plane first moves for the purpose of taking off until the moment it finally comes to rest at the end of the flight.
4. The bidder has to pay flying hour charges as per clause 22 from the date of commissioning of FTO (or) 12 months from the date of agreement whichever is earlier.